

**SUPPLEMENTAL LEASE AGREEMENT**

TO LEASE NO.  
GS-04B-33138

ADDRESS OF PREMISES

**KOGER CENTER  
2601 FLOWERS ROAD, SOUTH  
ATLANTA, GEORGIA 30341**

THIS AGREEMENT, made and entered into this date by and between **KOGER EQUITY, INC.**

whose address is **3986 BOULEVARD CENTER  
SUITE 101  
JACKSONVILLE, FL 32207**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended. The Lease as amended by Supplemental Lease Agreements (SLAs) 1, 2, 3, 4, 5, 6, and 7, is hereby further amended by this SLA, effective as follows:

1. Within 104 days from the date of execution of this SLA, or sooner if possible, the Lessor will complete all alterations to approximately 38,375 Rentable Square Feet (RSF) of expansion space acquired by the Government under SLA No. 5 and SLA No. 7. The alterations are to be completed based on the Government's approved Space Design Plans and written Scope of Work, which are attached to and made part of this SLA. (The completion and acceptance by the Government of alterations to Suite 110 on the 1<sup>st</sup> Floor is excepted from this.)

The 38,375 RSF of space is located at Koger Center in the Williams Building, 2877 Brandywine Road, Atlanta, Georgia 30341, as follows:

*WTS*  
1<sup>st</sup> Floor, Suite ~~120~~<sup>170</sup> - 11,163 RSF  
2<sup>nd</sup> Floor, Suites 220/230 - 11,709 RSF  
3<sup>rd</sup> Floor, Suite 300 - 8,966 RSF  
Suite 320 - 6,537 RSF  
TOTAL 38,375 RSF

2. Upon completion by the Lessor and acceptance by the Government of the alterations and receipt of invoice from the Lessor as set forth in the General Conditions (attached), the Government will make a one-time lump sum payment to the Lessor in the amount of \$792,435, as negotiated, as complete payment of the construction cost. No construction cost will be amortized and included in the rental rate.

**[CONTINUED ON PAGE 2 OF 4]**

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

**KOGER EQUITY, INC.**

BY

(Signature)

*Vice President*  
(Title)

IN PRESENCE OF,

(Signature)

3986 Boulevard Center Drive  
Jacksonville, FL 32207

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer  
GENERAL SERVICES ADMINISTRATION

(Official Title)

**William T. Jones, Jr.**

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**LEASE CONTRACT NO. GS-04B-33138**

3. Paragraph 3 (page 2 of 4) of SLA No. 5 and Paragraph 3 (page 3 of 4) of SLA No. 5 are hereby amended to reflect the following change: In all cases, the \$1.65 per Rentable Square Foot (RSF) Reduction for Vacant Space will remain in effect until the tenant agency actually occupies the space. The Reduction for Vacant Space will *not* be removed effective the date the Government accepts the space as completed (as incorrectly stated in SLAs 5 & 7), unless the tenant agency will immediately begin relocating to occupy the space.

4. Paragraph 3 (page 2 of 4) of SLA No. 7 is hereby deleted and replaced with the following:

Beginning the Effective Date (as set forth in SLA No. 7), the Government shall pay the Lessor Annual Rent in arrears as follows for the 11,132 RSF of expansion space (acquired in SLA No. 7). Rent for a lesser period shall be pro-rated. The rental is for space to be accepted in as-is condition, with an established reduction in rent for vacant space of \$1.65 per RSF, which will be removed once the tenant agency occupies the space.

Rental Rate for this Expansion Space, fully serviced space accepted as-is: \$14.96 per RSF  
Less Reduction for Vacant Space: - 1.65 per RSF  
Rental Rate for this Expansion Space as of the Effective Date: \$13.31 per RSF

Annual Rent for Expansion: \$13.31 PRSF x 11,132 RSF = \$148,166.92

For the leased premises in Paragraph 1 (of SLA No. 7), the Annual Rent is computed as follows:

Total Current Annual Rent: \$1,409,230.58 plus operating cost adjustment due 11/01/97  
Adjustment for Expansion: + 148,166.92  
**Total New Annual Rent:** \$1,557,397.50 plus accumulated operating cost adjustments  
**Total New Monthly Rent (paid in arrears):** \$129,783.13 plus accumulated operating cost adjustments

Effective August 1, 2004 (at the end of the firm term) the Rental Rate for the 11,132 RSF of expansion space (acquired in SLA No. 7) will increase as follows:

Rental Rate for this expansion space as of August 1, 2004: \$17.46 per RSF, plus accumulated operating cost adjustments

Annual Rent for this Expansion Space as of August 1, 2004: \$17.46 PRSF x 11,132 SF = \$194,364.72 plus accumulated operating cost adjustments

For the leased premises in Paragraph 1 (of SLA No. 7), effective August 1, 2004, the Annual Rent will be computed as follows:

Total Current Annual Rent: \$1,409,230.58 plus accumulated operating cost adjustments  
Adjustment for Expansion: + 194,364.72 plus accumulated operating cost adjustments  
**Total New Annual Rent:** \$1,603,595.30 plus accumulated operating cost adjustments  
**Total New Monthly Rent (paid in arrears):** \$133,632.94 plus accumulated operating cost adjustments

5. Paragraph 3 (page 2 of 4) of SLA No. 5 and Paragraph 3 (page 3 of 4) of SLA No. 5 are hereby further amended to reflect the following change: In all cases, the rental rates as shown will *not* be adjusted to include the amortization of any construction costs, all of which will be paid by a lump-sum payment by the Government to the Lessor, as set forth in Paragraph 2 of this SLA.

6. Paragraph 2 of Space Design/Construction, page 4 of 4, of SLA No. 5 and Paragraph 2 of Space Design/Construction, page 3 of 4, of SLA No. 7 are hereby deleted and replaced with the following:

The Government will pay construction costs by lump-sum payment to the Lessor as set forth in Paragraph 2 of this SLA. No construction costs will be amortized in the rental rate. Upon notification that the Lessor has obtained the Certificate of Occupancy, the Government will inspect the space within five (5) working days for the purpose of determining whether or not the Government accepts the space as completed. Payment will be made as set forth in the General Conditions, which are attached to and made part of this SLA.

INITIALS: LESSOR

GOVERNMENT

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7. Paragraph 6.5 (page 22 of 30) of the Solicitation For Offers (SFO), now part of the original lease contract, is hereby replaced with the following for space occupied by the Government in the Williams Building *only*. Paragraph 6.5 remains in effect for space occupied by the Government in the Yale, Vanderbilt, and Stanford buildings.

For Government occupied space in the Williams Building: Thermostats shall be set to maintain temperatures between 68 and 72 degrees Fahrenheit during the heating season and between 74 and 78 degrees Fahrenheit during the cooling season. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.

During non-working hours, heating temperatures shall be set no higher than 55 degrees F and air conditioning will not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation. A key shall be provided to the GSA Customer Service Center Manager.

Simultaneous heating and cooling are not permitted.

Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

Zone Control: Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 usable square feet. The Computer Room which has extended hours of operation shall be environmentally controlled through dedicated heating and air-conditioning equipment, as specified in the Written Scope of Work which is attached to and made part of this agreement. Portable space heaters are prohibited from use.

Equipment Performance: Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 Watts/sq.ft. to minus 1.5 Watts/sq.ft. from initial design requirements of the tenant.

8. The approved Space Design Plans, the approved Written Scope of Work, and the General Conditions are attached to and made part of this SLA.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE CONTRACT REMAIN UNCHANGED AND IN EFFECT.

LESSOR SIGNATURE:

  
ROVER EQUITY, INC.

DATE:

10/28/97

GOVERNMENT SIGNATURE:

  
Contracting Officer  
GENERAL SERVICES ADMINISTRATION

DATE:

10/29/97

**William T. Jones, Jr.**